

DATAFLOW STANDARD TERMS AND CONDITIONS
DATAFLOW COMPUTER SERVICES PTY LTD
THE PROGRAMS

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IF THE TERMS ARE NOT ACCEPTABLE TO YOU, RETURN THE PACKAGE IMMEDIATELY AND IF YOU HAVE PAID THE LICENCE FEE IT WILL BE REFUNDED IN FULL. IF THE PACKAGE IS NOT RETURNED UNOPENED WITHIN SIXTY DAYS (60) OR NO DEFECT IS NOTIFIED IN THIS PERIOD (SEE CLAUSE 2) YOU WILL BE DEEMED TO HAVE ACCEPTED THE PACKAGE AND THESE TERMS AND CONDITIONS OF LICENCE.

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(a) In return for payment of the Licence Fee you have already made and your agreement to abide by and accept these terms and conditions of licence DATAFLOW permits you to use the Programs and the manuals and documentation supplied relating thereto (the Programs, manuals and documentation being hereinafter referred to as "the Software") on the terms and conditions set out herein.

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(c) In the event that you receive any replacement, or modification of any part of the Software, such replacement, update or modification shall become part of the Software and your rights to use such replacement, update or modifications shall be governed by the terms of this Licence and reference to the Software herein shall include all such updates and modifications from time to time.

(d) Your right to use of the Software is limited as follows:-

(i) You may use the programs only in the manner described in the manuals and documentation provided:

(ii) You may use the Programs only on a single computer ("the designated Equipment"):

(iii) You may not make any copies of the software, however, you may obtain a back-up copy of the Programs by filling out and returning the attached request form.

"Use": in this Agreement includes use of the Programs on one CPU only. Where there is more than one CPU connected in a local area network (LAN) at the same premises, then you are obliged to obtain an additional licence from DATAFLOW for the use of the program on each of these connected CPU'S. The full licence must be paid once for each such network, but for use on a second or subsequent CPU on each such network, a much reduced "Additional Node Fee" is payable.

(e) YOU MAY NOT:

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(ii) use any part of the Software on behalf of another person or permit any other person to use the Software:

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(iv) make, or permit to be made, any alterations to the Software without the prior written approval of DATAFLOW. Any unauthorised change to the Programs may void the warranties given by this Licence:

(v) use any copies of the Program made for back-up purposes at the same time as another copy of the Programs licensed hereunder or any part thereof is being used.

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2. WARRANTIES

(a) If within sixty (60) days of delivery you give written notice to DATAFLOW specifying a material defect in the Programs or material failure in the Programs to operate in accordance with the manuals and documentation supplied (other than through abuse accident or misapplication), accompanied by proof of date of licence, DATAFLOW shall, at its option either refund the Licence Fee paid or replace the Software. If the Licence Fee is refunded then this Licence shall be terminated and the provisions of Clause 3 shall apply. If no defects or failures are notified within sixty (60) days the Software will be deemed to have been accepted by you.

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(i) replacement of the Software:

(ii) refund of the Licence Fee at the option of DATAFLOW.

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(a) This Licence shall be deemed to commence on the date of delivery of the Software and shall continue until terminated by either party. Except as provided above, in the event of termination by either party DATAFLOW shall not receive any refund or rebate of the Licence Fee.

(b) You are entitled to terminate this Licence at any time but only by the giving of notice in writing to DATAFLOW and complying with the other provisions of this Clause.

(c) DATAFLOW shall be entitled to terminate the Licence forthwith at any time after a breach of any term of this Licence by you.

(d) If this Licence is terminated for any reason, your copy of the Software together with any other copies of the Software obtained by you pursuant to this agreement shall be returned forthwith to DATAFLOW.